

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	
	:	
SYNTERRA 3020 MARKET, LP,	:	Chapter 11
	:	
Debtor.	:	Case No. 11-10205(JKF)
	:	
	:	

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA	:
	: ss.
COUNTY OF PHILADELPHIA	:

I, Richard L. Schleicher, being duly sworn, hereby states as follows:

1. That I am the Managing Director of CB Richard Ellis, Inc. ("CBRE"), the management company which the Debtor desires to employ for the purpose of providing management services for the estate of the above Debtor, as is more fully set forth in the Application of the Debtor, filed with this Affidavit.

2. In order to satisfy the requirements for engagement as a professional under 11 U.S.C. §327, CBRE researched its records and its personnel to determine whether it had any conflicting relationships with creditors and interested parties in this bankruptcy proceeding. In the ordinary course of its business, CBRE confirms conflicts by reviewing approximately ten (10) internal databases, including, but not limited to, the TRAC Pipeline, Revenue Accounting System, and Vouchers On-line, and by making person inquiries of CBRE's business leaders. These databases contain information regarding CBRE's present and past representations of clients to whom CBRE provides real estate brokerage, property management, project management, valuation and advisory, and other related services (collectively, "Services"). Based

on that review, CBRE has provided Services to the creditors and interested parties as set forth on Schedule I¹ attached hereto. Notwithstanding the foregoing, CBRE may have rendered, and may render in the future, services to certain of these creditors in matters unrelated to this Chapter 11 case.

3. CBRE has been retained to provide management services, pursuant to the Management Agreement, attached hereto as Schedule II.

4. CBRE has no business or other connection with the Debtor other than that for which it seeks to be retained except the disclosure provided in paragraph 2 above, and from time to time CBRE may have or continue to provide services to certain of such parties in interest or interests adverse to such parties in interest in unrelated matters which do not conflict with the interests of Debtor, its estate, or the engagement of CBRE by Debtor in this bankruptcy proceeding.

5. CBRE is currently owed \$16,312.89 for pre-petition services in consideration of CBRE's management of the property set forth in the Management Agreement attached hereto as Schedule II.

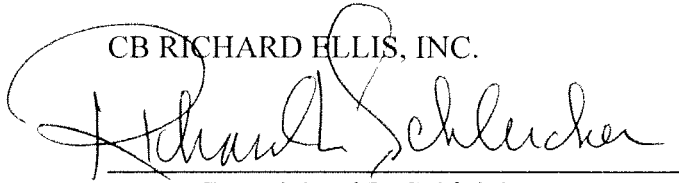
6. CBRE hereby waives such pre-petition fees owed by the Debtor in connection only with CBRE's management of the property set forth in the Management Agreement attached hereto as Schedule II.

¹ Because many of the transactions at issue may be subject to a confidentiality agreement which prohibits CBRE from disclosing information concerning the transaction, the attached list identifies only the names of the parties in interest and the line of business which provided Services and not all of the information generated as a result of the conflicts check and reviewed in connection with providing this affidavit. A list identifying Services provided by CBRE's Debt & Equity Group has been reviewed, but because of confidentiality restrictions, the Group cannot disclose the names of the entities that engaged CBRE to perform the Services, such list has not been attached hereto.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.


Date: 2/11/11

CB RICHARD ELLIS, INC.



By: Richard L. Schleicher
Managing Director

Sworn to and subscribed before me, a Notary Public, this 11th day of February, 2011.


Notary Public